

# Exhibit 6

GWACS ARMORY, LLC v. KE ARMS, LLC, et. al.  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GWACS ARMORY, LLC, ET AL.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case Number
	)	20-cv-0341-CVE-SH
KE ARMS, LLC, ET AL.,	)	(BASE FILE)
	)	
Defendants.	)	

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THE DEPOSITION OF CLAYTON WOODRUM,  
taken on the 3rd day of March, 2022, between the hours of  
9:20 a.m. and 4:42 p.m., on behalf of the Defendants,  
pursuant to Federal Rules of Civil Procedure, via Zoom  
technology, before Linda Fisher, CSR-RPR, and Notary  
Public in and for the State of Oklahoma.

A p p e a r a n c e s

For the Plaintiffs: MR. TADD J.P. BOGAN  
Jones, Gotcher & Bogan, P.C.  
3800 First Place Tower  
15 East Fifth Street  
Tulsa, Oklahoma 74103  
(918) 581-8200  
tbogan@jonesgotcher.com

For the Defendants: MR. ALEXANDER K. CALAWAY  
Marquis, Aurbach, Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711  
acalaway@maclaw.com

Also present: MR. JUD GUDGEL

1 deposition?

2 A. I really -- I really haven't -- haven't done  
3 anything specific.

4 Q. Talk to anybody in preparation for your  
5 deposition?

6 A. Other than counsel telling me I needed to be  
7 here today and so forth, I really haven't had any  
8 discussions with anybody about it.

9 Q. Okay. And I don't want to hear anything you  
10 have discussed with your counsel. But did you discuss  
11 anything with Reed Oppenheimer about this deposition?

12 A. No, other than the fact that I was going to be  
13 here today. That's all. I just told him I was going to  
14 be here for the deposition. That's the extent of it.

15 Q. Okay. And was there any -- what did he say  
16 about that?

17 A. Nothing, really nothing.

18 Q. And how did you contact Mr. Reed Oppenheimer to  
19 let him know that you were being deposed?

20 A. Well, he's a -- he's a client of mine and I see  
21 him several times a week. And I saw him this morning  
22 before I left the office. He had come into my office, and  
23 I told him I was coming over for a deposition.

24 Q. Understood. And you said that he has been a  
25 client of yours in the past. How long has he been a

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1 MR. CALAWAY: Yes. And I said that the  
2 dismissal will be within the scope, and according to the  
3 stipulation that was sent by Mr. Bogan on March 1st, 2022,  
4 at 12:35 p.m.

5 MR. BOGAN: Agreed.

6 Q. (By Mr. Calaway) All right. Mr. Woodrum, sorry  
7 about that. We're going to get back into this questioning  
8 now.

9 Now, we were talking about, you know, the investment  
10 analysis services, and other consultation services that  
11 you provided for Mr. Reed Oppenheimer in the past. One of  
12 the questions that I have with respect to that is: Are  
13 you aware of Mr. Oppenheimer's investment into Armory?

14 A. Well, I believe he has an investment in it but  
15 I'm not that familiar with it, no.

16 Q. So do you know how much he has invested into  
17 Armory?

18 A. No.

19 Q. Do you know when he first invested into Armory?

20 A. No.

21 Q. And do you know where -- do you handle his  
22 bookkeeping, Mr. Oppenheimer's bookkeeping?

23 A. Some of it, his personal bookkeeping, some of  
24 it.

25 Q. Okay. Are you aware if Mr. Oppenheimer

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1 A. No.

2 Q. Were you ever asked about documents to be  
3 produced about Armory protecting its alleged trade  
4 secrets?

5 A. No.

6 Q. Okay. And you know, the -- I guess we're  
7 trying to make sure where we can find those documents if  
8 we were to ask for them. So I'm going to try to dig into  
9 some of these areas. If Armory was to spend money or  
10 invest money into trade secrets, I'm going to ask you in  
11 the context of your knowledge as a CPA, where would that  
12 be recorded or how would that come up on financial  
13 documents?

14 MR. BOGAN: Object to form.

15 A. Well, to the extent that I was aware of it, it  
16 would be recorded in the accounting records that I keep.

17 Q. (By Mr. Calaway) Understood, sir. And which  
18 accounting records and where?

19 A. The Sage 50 accounting records that I referred  
20 to earlier, general ledger and so forth.

21 Q. The ones that you keep?

22 A. Yes.

23 Q. Okay. And would those records also reflect the  
24 money that was spent or invested in maintaining trade  
25 secrets?

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1 A. If I was aware of it, they certainly would,  
2 yes.

3 Q. Okay. And when you say if you were aware of  
4 it, what do you mean by that, sir?

5 A. Well, if I was -- if I had knowledge of it and  
6 it was given to me in connection with the accounting  
7 records, it would be reflected in the accounting records.

8 Q. Okay. And I understand that -- I understand  
9 what you're saying, sir. But what I'm trying to  
10 understand is why wouldn't the accounting records be  
11 accurate?

12 Is there any -- and let me rephrase my question here  
13 for you. Has there ever been an indication to you that  
14 the documents or information provided to you from Armory  
15 has been inaccurate in the past?

16 A. Oh, not that I'm aware of, no.

17 Q. Okay. And -- and you've provided tax and  
18 accounting services for Armory since 2017, right?

19 A. I'm sure I have, yes.

20 Q. Okay. And were you aware that -- well,  
21 withdrawn. Mr. Woodrum, I'm going to talk -- I'm going to  
22 ask you a little bit about the company structure of  
23 Armory, and how it's -- how it was formed. And if you  
24 don't know, just let me know.

25 I don't want to spend a whole lot of time if you

1 yes.

2 Q. Okay. And Armory was -- Armory has had to  
3 spend money to pursue this litigation, is that correct?

4 A. Yes.

5 Q. Okay. And that money, is that -- is that money  
6 being provided by Mr. Oppenheimer?

7 A. Yes.

8 Q. Okay. And so when Mr. Oppenheimer pays for  
9 this litigation, does he pay directly to the professionals  
10 that represent Armory, or does he pay that by way of  
11 advancement like we spoke about earlier?

12 MR. BOGAN: Form.

13 A. He pays it directly.

14 Q. (By Mr. Calaway) Okay. And so his money  
15 invested, -- oh, excuse me. Question withdrawn. Is  
16 Armory obligated to pay Mr. Oppenheimer back for his  
17 investment --

18 MR. BOGAN: Object to form.

19 Q. (By Mr. Calaway) -- into this litigation?

20 A. He expects to be repaid, yes.

21 Q. Understood. And that repayment would be in the  
22 form of cash, not in equity, correct?

23 MR. BOGAN: Form.

24 A. I -- I can't answer that question. I don't  
25 know what his arrangement might be with them.

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1 MR. BOGAN: Form.

2 A. Yes.

3 Q. (By Mr. Calaway) And you mentioned earlier that  
4 Mr. Oppenheimer has been advancing money to Armory? Did I  
5 -- was that correct? I don't want to put words in your  
6 mouth. That's correct, right?

7 A. He has paid certain invoices and expenses of  
8 Armory direct to third parties, yes.

9 Q. And when you say "advances," is there an  
10 interest rate associated with that?

11 A. I'm not -- I'm not sure there is or isn't. I  
12 don't know.

13 Q. They're not formal advances, to your knowledge,  
14 where there might be a note or promissory note involved  
15 with that?

16 MR. BOGAN: Form.

17 A. I'm not aware of whether there is or not. This  
18 is -- the amount of money I think he probably has  
19 advanced, and I don't know exactly what it is, but it's  
20 not a -- it's not necessarily a significant amount to him.  
21 And he may or may not even know how much it is. He just  
22 tells me to pay the bills when they come in. And I fix  
23 them for him to pay and he may not even recall how much  
24 they are.

25 Q. (By Mr. Calaway) And when you say it's "not a



1 lot of money to him," what do you mean?

2 A. well, when I say it's "not a lot of money to  
3 him," he has significant wealth that -- in different  
4 things. And Armory is not one of his major investments.

5 Q. I understand, sir. And I just -- it's a  
6 relative term a significant amount of money. And I get  
7 what you're saying. How much in money has he invested  
8 into Armory?

9 A. I don't know.

10 Q. well, you said that you know it's not  
11 "significant." And I want to understand what a  
12 significant amount of money would be that he has invested  
13 or not invested.

14 MR. BOGAN: Object to form.

15 Q. (By Mr. Calaway) I'm trying to get an  
16 understanding. I understand that you don't understand off  
17 the top of your head, sir, but your answer doesn't make  
18 sense.

19 MR. BOGAN: Object to the form.

20 A. I don't know how much it is but relative to  
21 some other investments he may have, it wouldn't be  
22 significant in relationship to some other investments he  
23 may have in other businesses.

24 Q. (By Mr. Calaway) Okay. So what would be a  
25 large investment for Mr. Oppenheimer?

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1 Q. Do you have access to those records through  
2 today?

3 A. Yes.

4 MR. CALAWAY: Those are all the questions.  
5 If there's any redirect I'll pass to Mr. Bogan.

6 MR. BOGAN: Just a couple, I think.

7 CROSS-EXAMINATION

8 BY MR. BOGAN:

9 Q. When you were talking about the money that Mr.  
10 Oppenheimer had advanced to Armory and not being  
11 significant, are you talking about the attorney's fees  
12 he's been paying? Or what were you talking about?

13 MR. CALAWAY: Object to the form of the  
14 question.

15 A. I was really thinking about the fees in  
16 connection with this case.

17 MR. BOGAN: That's all I have.

18 MR. CALAWAY: That's all I have. Thank you  
19 for your time.

20 THE WITNESS: Yes. I would like to read.

21 MR. BOGAN: Yeah, just tell her.

22 THE WITNESS: I would like to read the  
23 deposition when it's prepared.

24 MR. BOGAN: Read and sign, please.

25 (Whereupon, the proceedings were concluded.)

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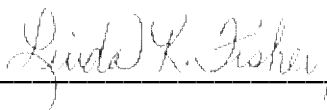
CERTIFICATE

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

I, Linda Fisher, a Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in the State of Oklahoma, do hereby certify that on the 3rd day of March, 2022, via Zoom technology, pursuant to Federal Rules of Civil Procedure, appeared the above witness, CLAYTON WOODRUM, who was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth in the case aforesaid, and that the deposition by him was reduced to writing by me in stenograph, and thereafter transcribed by me, and is fully and accurately set forth in the preceding pages.

I do further certify that I am not related to nor attorney for any of the said parties, nor otherwise interested in the event of said action.

WITNESS my hand and official seal this 10th day of March, 2022.

  
Linda Fisher, CSR-RPR #866

